

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

ELEVANCE HEALTH, INC.,)
Plaintiff,)
v.)
VINOD MOHAN,)
Defendant.)
No. 1:23-cv-01497-SEB-MJD

**MINUTE ENTRY FOR SEPTEMBER 14, 2023
STATUS CONFERENCE
HON. MARK J. DINSMORE, MAGISTRATE JUDGE**

The parties appeared by counsel for an in person Status Conference. The parties discussed the status of the matter. The Court and parties also discussed Plaintiff Elevance Health's Emergency Motion to Enforce Scheduling Settlement Agreement or to Schedule Hearing on Motion for TRO [Dkt. 26]; that motion is **GRANTED IN PART** and **DENIED IN PART**.

The motion is denied to the extent it asks the Court to enforce the purported "agreement" reached by the parties for Defendant to refrain from starting work for Molina Healthcare, Inc. pending the Court's order on Defendant's motion to dismiss. [*Id.* at 1.] While it is clear that Defendant agreed to refrain from starting work with Molina Healthcare, Inc. in August, 2023, thereby eliminating the immediate need for the Court to address the TRO, it is equally clear that there was never a meeting-of-the-minds regarding whether Defendant's forbearance would extend until the Court reached a final decision on the motion to dismiss. There was certainly no

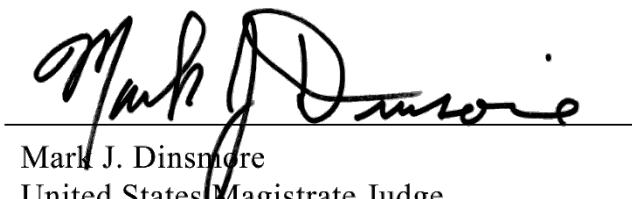
agreement that Defendant would not file a counter-suit against Elevance Health in California.

There having been no meeting-of-the-minds, there is no agreement to enforce.

The motion is granted to the extent the Court hereby **VACATES** its order holding the motions filed at Docket Nos. 6, 7, and 9 in abeyance [Dkt. 19]. The Court will address those motions in due course by separate order.

SO ORDERED.

Dated: 15 SEP 2023



Mark J. Dinsmore
United States Magistrate Judge
Southern District of Indiana

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